

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 30	
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 07/24/00		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable) ED-98-002	
6. ISSUED BY US ARMY ENGR DIST NEW ORLEANS 7400 LEAKE AVE NEW ORLEANS LA 70118		CODE		7. ADMINISTERED BY (If other than Item 6) US ARMY ENGR DIST, NEW ORLEANS ATTN: CEMVN-CT P O BOX 60267 NEW ORLEANS, LA 70160-0267		CODE ADMIN1	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code)				(X)		9A. AMENDMENT OF SOLICITATION NO. DACW29-00-B-0048	
				X		9B. DATED (SEE ITEM 11) 03/29/00	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGE- MENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CON- TRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The above numbered solicitation for Flood Control of the Mississippi River & Tributaries, Mississippi Delta Region, Davis Pond Freshwater Diversion Project, Contract 2B, St. Charles Parish, LA, is hereby amended as follows: <div style="text-align: center;">BID OPENING DATE</div> BID OPENING DATE & TIME OF 9 AUGUST 2000, 2:00 P.M., LOCAL TIME AT PLACE OF BID OPENING, IS HEREBY ESTABLISHED.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION 00010

1. Page 00010-3. Bidding Schedule. Delete the Bidding Schedule, Page 00010-3, in its entirety and substitute the attached revised Bidding Schedule page 00010-3, therefor.

SECTION 00700

2. Page 72, clause 52.232-5001 CONTINUING CONTRACTS (MAR 1995)—EFARS, subparagraph (b). In the 1st sentence, delete "\$1,193,000" and substitute "\$50,000".

3. Delete page 1 of 1 following Section 00700, titled "APPLICABILITY OF WAGE RATES" in its entirety and substitute the attached revised Applicability Of Wage Rates:

4. WAGE RATES following APPLICABILITY OF WAGE RATES. Delete "General Decision Numbers LA990013" dated 03/12/99 pages 1 thru 3 and "LA990051" dated 03/12/99 pages 1 thru 3 in their entirety and substitute the attached revised "General Decision Numbers LA000012" dated 7/14/00 pages 1 thru 4 and "LA000051" dated 2/11/00 pages 1 thru 3.

SECTION 01100

5. Page 01100-10, paragraph 9c. Delete the 1st sentence in its entirety and substitute the revised sentence as follows:

"The Contractor shall construct a timber mat bridge as shown on the contract drawings."

6. Page 01100-13, paragraph 10g. Delete the 3rd sentence in its entirety and substitute the revised sentence as follows:

"Any clearing and grubbing over the pipeline, including the removal of pipeline encountered during the grubbing operations, is permitted "

7. Page 17, paragraph 24b. Delete this paragraph in its entirety and substitute the following therefor:

"b. Work on an existing Corps contract to construct the Highway 90 bridge is scheduled for completion on 30-SEP-00. No work on this contract shall be performed north of outflow channel station 64+20 before 01-OCT-00 to avoid construction overlap. No embankment construction shall be performed north of channel station 57+20 before 15-Nov-00."

8. Page 01100-18, paragraph 24e(2). Insert the following sentences at the end of this paragraph.

"The Contractor shall design and provide all necessary shoring, bracing, sheeting, underpinning and/or supports required to provide a stable excavation and to ensure the safety of Bridgeline Gas' 12" CYTEC pipeline. The pipeline will not be depressurized for the Contractor's operations. Both Bridgeline Gas and the Contracting Officer will review the Contractor designed braced excavation plan prior to excavation over and around the pipeline. Review of the Contractor's submittals, as outlined in detail in section 02252, will require 30 calendar days."

9. Page 01100-18. Insert the following paragraph after paragraph "25. YEAR 2000 COMPLIANCE".

"26. STATE PERMITS

The Contractor shall obtain a permit from the Public Lands Administrator of the State Land Office to deposit vegetated matter behind the existing crib. Permit must be obtained prior to commencing work at the existing crib. A copy of the permit is attached for your reference. Contractor should contact Ms. Helen Hoffpauir with the Louisiana Department of Natural Resources at (225)342-9420 to expedite process of obtaining the permit."

10. Insert the attached "Permit Forms" pages 1 thru 4 at the end of this section.

SECTION 01330

11. Delete the "Submittal Register," attached at the end of this section in its entirety and substitute the revised " Submittal Register".

SECTION 01331

12. Page 01331-4, paragraph 3.1.3. Delete paragraph 3.1.3 in its entirety and substitute the revised paragraph 3.1.3 as follows:

"3.1.3 Preliminary Field Surveys

Prior to taking before dredging cross-sections of the outflow channel, the Contractor shall run a preliminary field survey. Preliminary field survey shall consist of the following information. Contractor shall locate the outflow channel baseline. Contractor shall stake out the channel centerline and approximate top edges of cut. Contractor shall stake out the beginning of the flare and locate the 0-ft contour to establish end of dredging. Contractor shall provide either x and y coordinates or latitude and longitude of all staked locations. Coordinates shall be NAD83. These points shall be used by the Contracting Officer to approve/determine the final outflow channel alignment."

13. Page 01331-5, paragraph 3.1.6. Delete paragraph 3.1.6 in its entirety and substitute paragraph 3.1.6 "Reserved".

SECTION 02075

14. Page 02075-1, paragraph 1.2. Delete references to ASTM D 1683 and ASTM D 4632 in their entirety and insert the following references.

"ASTM D 4595 (1986) Tensile Properties of Geotextiles by the Wide Strip Method

ASTM D 4884 (1990) Seam Strength of Sewn Geotextiles"

15. Page 02075-3, paragraph 3.2. In the 2nd sentence delete the word "structure" and substitute "levee". Delete 3rd sentence in its entirety.

16. Page 02075-4. Delete Table No. 1 in its entirety and substitute the revised attached Table No. 1.

SECTION 02231

17. Page 02231-1, paragraph 1.1. Delete paragraph 1.1 in its entirety and substitute the revised paragraph 1.1 as follows:

"The work covered by this section consists of furnishing all plant, labor, equipment, and materials, and performing all operations necessary for the clearing and grubbing of the areas specified herein or indicated on the drawings, for the removal, stockpiling, and hauling of all cleared and grubbed materials from the project site, and for the filling of all holes caused by grubbing operations, as specified herein."

18. Page 02231-1, paragraph 1.2. In the 6th line, delete the words "disposing/burning" and substitute "hauling from the project site".

19. Page 02231-2, paragraph 3.1. In the last sentence, delete the words "in full before commencement of dredging" and substitute "2000 ft in advance of dredging operations".

20. Page 02231-2, paragraph 3.2.2. Delete paragraph 3.2.2 in its entirety and substitute the revised paragraph 3.2.2 as follows:

"3.2.2 Merchantable Timber

Merchantable timber remaining within the areas to be cleared on or after the date of award of this contract may be disposed of as the Contractor sees fit, as long as such merchantable timber is removed from the project site. The Government is not responsible for the protection and safekeeping of any materials retained by the

Contractor. Such materials shall be removed from the site of the work before the date of completion of the work."

21. Page 02231-5, paragraph 3.4.1. Delete paragraph 3.4.1 in its entirety and substitute the revised paragraph 3.4.1 as follows:

"All debris resulting from clearing and grubbing operations shall be removed from the project site. The Contractor shall make a reasonable effort to channel merchantable material into the commercial market. The material resulting from the vegetation removal operations on the side of the existing levee shall be stockpiled within the right-of-way limits and evenly spread over the completed embankments, either semicompacted or uncompacted, prior to the fertilizing and seeding operation."

22. Page 02231-5, paragraph 3.4.2 and 3.4.3. Delete paragraphs 3.4.2 and 3.4.3 in their entirety and adjust subsequent paragraphs accordingly.

23. Page 02231-6, paragraph 3.4.5. Delete paragraph 3.4.5 in its entirety.

24. Page 02231-6. Insert the following paragraphs at the end of this section.

"3.5 STOCKPILE

Contractor may stockpile debris generated by clearing and grubbing operations. Stockpiling might allow the Contractor flexibility when sequencing operations to meet contract duration requirement. All material stockpiled at the project site shall be removed from the project site. Fifty percent (50%) of the Contractor's bid price for "Clearing and Grubbing" will be held by the Government until the Government is satisfied that all material placed in stockpiles is removed from the project site.

3.6 DISPOSAL LOCATION

3.6.1 Government Furnished

The Government has established an area on the near shore of Lake Salvador. The National Park Service owns a crib consisting of two rows of timber piles. Material shall be placed on the landside of both sets of piles. Trees may be placed in longest length the Contractor may handle. Root mass may be deposited with soil. Placement of the debris must be continuous. Debris placement may not exceed 100-ft width. Contractor must have minimum width of 20-ft. First strip shall be adjacent to crib. Contractor may place a strip for entire length and consequently place an adjacent strip. Width of debris must not vary by more than 15-ft of the average width. Material shall be placed to minimum height of (+)3.0NGVD. Material shall not be placed higher than (+)6.0NGVD. Elevation requirements apply to the trunks and root mass of the trees. Branches may extend above the maximum elevation but shall be trimmed such that they do not exceed (+)10.0NGVD. Contractor shall ensure that trees are placed in such a manner that they interlock and provide a stable mound

which will not float out into the lake. Contractor shall not alter the crib. South side of crib does have an opening that the Contractor may utilize. Contractor may not alter the gap or existing bank. The Government furnished disposal location is not guaranteed to hold all trees removed from the project area. Contractor shall recover any trees that float into the lake and return them to the disposal area during disposal operations. Contractor shall haul remainder of trees and other vegetation to Contractor furnished disposal area.

3.6.2 Contractor Furnished

The Contractor may dispose of material generated from clearing and grubbing operations in a Contractor furnished disposal area. Such disposal shall comply with all applicable Federal, State, and Local laws. Delay resulting from acquisition of additional rights-of-way for alternate disposal areas will not qualify as excusable delays if suitable Government-furnished disposal areas are available. If the Contractor chooses to load the debris on trucks and haul, the Contractor assumes all responsibility for hazards created, i.e. wide loads, falling debris, obstructions, etc. Contractor is also responsible for any fees assessed at the disposal location. Contractor will not use Highway 90 within this project location to load trucks. If the Contractor uses a site other than a commercial land fill, the Contractor shall submit written evidence to the Contracting Officer that its has obtained from the property owner permission for disposal of material on the owner's property. The written evidence shall consist of an authenticated copy of the conveyance under which the Contractor acquired the property rights and access thereto, prepared and executed in accordance with the laws of the State of Louisiana. If temporary rights are obtained by the Contractor, then the period of time shall coincide with the Section 00700 Contract Clause entitled *COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, FAR 52.211-10* plus any extension authorized under Contract Clause entitled DEFAULT (Fixed-Price Construction), subparagraph (b) (1)."

SECTION 02252

25. Insert "Section 02252 - Temporary Retaining Structures and its attachment" into the specifications.

SECTION 02318

26. Page 2, paragraph 3.1.1. Add the following to the end of this paragraph.

"The excavation from the northern limit of the outflow channel to outflow channel station 57+20 shall be removed by backhoe. This area is adjacent to concrete slope paving and riprap placed under the highway 90 project. The bottom edge of slope paving is so close to the top of cut that a precise excavation is necessary. Equipment will not be allowed on the existing slope paving or riprap. Material remaining within the prism of the outflow channel after completion of the guide levee may be disposed of in either the outflow channel disposal area or the protected side and adjacent to the east guide

levee. At no time shall material be placed above elevation (+) 5.0-ft NGVD on the protected side of the east guide levee. Disposal on the protected side of the east guide levee shall be sloped to drain away from the levee."

SECTION 02320

27. Page 02320-1, paragraph 1.2. Delete this paragraph in its entirety and substitute the revised paragraph 1.2 as follows:

"No measurement will be made for structural excavation and backfill for the floodwall. Payment will be made at the contract lump sum price for "Structural Excavation". Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment to complete the work as specified herein and as shown on the drawings."

SECTION 02411

28. Page 02411-6, paragraph 2.1.1. Delete subparagraph 2.1.1.1, 2.1.1.2, and 2.1.1.3 in their entirety.

SECTION 02482

29. Page 02482-2, paragraph 1.3.1. Delete the 3rd line in its entirety and substitute the following therefor:

"labor and materials and performing all work for mandatory backhoe excavation, surveying, including any additional"

30. Page 02482-5, paragraph 1.6.1. Insert the following sentences at the end of paragraph 1.6.1.

"Contractor shall install and maintain trash/debris cutting knives in the dredge pump to facilitate the passage of wood/debris through the dredge pump and discharge pipe. Cutterheads capable of accommodating trash/debris shall be employed."

31. Page 02482-5, paragraph 3.1.2. Delete this paragraph in its entirety and substitute the following therefor:

"3.1.2 Hydraulic Dredging

Hydraulic dredging operations shall be performed between channel centerline station 57+20 and approximate station 118+00. As noted in SECTION 02318, paragraph 3.1.1, excavation from the northern limit of the outflow channel (centerline station 55+31) to outflow channel station 57+20 shall be removed by backhoe. All work shall be performed as specified herein and as shown on the contract drawings."

32. Page 02482-6, paragraph 3.1.7. Insert the following sentences at the end of paragraph 3.1.7.

" Recent excavation in an adjacent project (Contract DACW29-97-C-0060, Davis Pond, U.S. Highway 90 Bridge) revealed the presence of subsurface stumps, logs, and other debris at various depths throughout the channel excavation. Debris of this nature is to be expected in this contract and will not be considered a "Differing Site Condition."

33. Page 02482-8, paragraph 3.3.4. Delete paragraph 3.3.4 in its entirety and substitute "3.3.4 Reserved".

DRAWINGS

1. Dwg. 3 of 20. Delete "Note 5" in its entirety and substitute the revised Note 5 as follows:

"5. Outflow channel disposal in unconfined. Maximum height of dredged material placed within the disposal area is (+)3.5NGVD during construction. Final elevation within the disposal area shall be (+)3.0NGVD. Contractor shall redistribute mounds above (+)3.0 before final acceptance of the outflow channel."

2. Dwg. 3 of 20. Delete "Note 9" in its entirety.

3. Dwg. 5 of 20. Delete "Notes 4 thru 7" in their entirety.

4. Dwg. 14 of 20. Delete "Notes 3 and 4" in their entirety.

5. Insert drawing "Dwg. 14b" into Plans after drawing "Dwg 14 of 20".

6. Delete Dwgs. 2, 4 and 7 of 20 in their entirety and substitute the attached Dwgs. 2, 4 and 7 of 20 therefor.

SECTION 00010 – BIDDING SCHEDULE

Flood Control of the Mississippi River
And Tributaries, Mississippi Delta Region
Davis Pond Freshwater Diversion, Contract 2B
St. Charles Parish, Louisiana

Item No.	Description	Estimated Quantity	Unit	Unit Price	Estimated Amount
0001	Mobilization and Demobilization	01	LS		
0002	Timber Mat Bridge	01	LS		
0003	Geotextile	2200	SY		
0004	Clearing and Grubbing	01	LS		
*0005	Embankment, Uncompacted Fill	55,000	CY		
*0006	Structural Excavation	01	LS		
0007	Piling, Steel Sheet, Type PZ-22	13,400	SF		
0008	Piling, Steel Sheet, Type PZ-27	715	SF		
0009	Outflow Channel Dredging	660,000	CY		
0010	Fertilizing and Seeding	9	AC		
0011	Miscellaneous Metals	01	LS		

TOTAL: \$

*Denotes change from previous Bidding Schedule.

Award will be made as a whole to one bidder.

NOTE 1: Bidders shall furnish unit prices for each item listed in the Schedule requiring a unit price. If the bidder fails to insert a unit price in the appropriate blank for required item(s), but does furnish an extended total, or an estimated amount for such item(s), the Government shall deem the unit price to be the quotient obtained by dividing the extended amount for that line item by the quantity. IF A BIDDER OMITTS BOTH THE UNIT PRICE AND THE EXTENDED TOTAL OR ESTIMATED AMOUNT FOR ANY ITEM, ITS BID SHALL BE DECLARED NON-RESPONSIVE AND THEREFORE INELIGIBLE FOR AWARD.

NOTE 2: EXPEDITING THE NOTICE TO PROCEED (NTP): The NTP for this contract will be expedited. The successful bidder is advised that performance and payment bonds shall be submitted within three (3) days after Notice of Award. The NTP will be issued immediately after verification of acceptable performance and payment bonds. Within seven (7) days after issuance of the NTP, the Contracting Officer or his authorized representative will meet with the Contractor to discuss the submittal process. Physical work cannot start until the Accident Prevention Program, Contractor Quality Control Plan, and other submittals, which may be required, have been submitted and approved and all preliminary meetings called for under the contract, have been conducted.

APPLICABILITY OF WAGE RATES

Wage Decision Number LA000051 is the "Dredging" rate and is applicable to all work to be performed by hydraulic dredge, its attendant plant and crew, including shoreline work and operations incidental thereto.

Wage Decision Number LA000012 is the "Heavy" rate and is applicable to all other work not covered by the dredging wage rate. This includes clearing, burning, excavation work not performed by hydraulic dredge, construction of steel sheet-pile floodwall, and all other land related work.

General Decision Number LA000012

General Decision Number LA000012 Superseded General Decision No. LA990012

State: Louisiana

Construction Type:

HEAVY

TREATMENT PLANT

County(ies):

JEFFERSON	ST BERNARD	ST JOHN THE BAP
ORLEANS	ST CHARLES	ST TAMMANY
PLAQUEMINES	ST JAMES	

HEAVY CONSTRUCTION PROJECTS (Includes the heavy part of
Treatment Plants, BUT Does not include Flood Control, Industria
& Processing Plants, Refineries, Water & Sewer Lines, Dredging,
Dams or Elevated Storage Tanks)

Modification Number	Publication Date
0	02/11/2000
1	03/10/2000
2	04/07/2000
3	06/02/2000
4	07/14/2000

COUNTY(ies):

JEFFERSON	ST BERNARD	ST JOHN THE BAP
ORLEANS	ST CHARLES	ST TAMMANY
PLAQUEMINES	ST JAMES	

CARP1846J 07/01/1998

	Rates	Fringes
PILEDRIVERMEN:		
Jefferson, Orleans & St. Bernard		
Parishes	14.31	3.05
Plaquemines Parish	11.88	3.05
St. Charles & St. John the Baptist		
Parishes	12.73	3.05
St. James (South of the Mississippi		
River) & St. Tammany Parishes	10.26	3.05

ELEC0130F 01/01/2000

	Rates	Fringes
JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES & ST. JOHN THE BAPTIST PARISHES:		
ELECTRICIANS	19.39	3.61

ELEC1077B 06/01/2000

	Rates	Fringes
ST. TAMMANY PARISH:		
ELECTRICIANS	16.90	2.76

ENGI0406R 07/01/1998

	Rates	Fringes
POWER EQUIPMENT OPERATORS:		
Bulldozer; *Crane; & Mechanic:		
Jefferson, Orleans & St. Bernard		
Parishes	14.66	3.30
Plaquemines Parish	12.01	3.30
St. Charles & St. John the Baptist		
Parishes	12.98	3.30
St. James & St. Tammany Parishes	10.24	3.30

*CRANE PREMIUM:

50 Tons to 150 Tons - \$1.00 per hour
Over 150 Tons - \$1.50 per hour

* IRON0058G 06/01/2000

	Rates	Fringes
JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (Excluding area West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico), ST. JOHN THE BAPTIST & ST. TAMMANY PARISHES:		
IRONWORKERS, Reinforcing	16.85	4.55

* IRON0623D 06/01/2000

	Rates	Fringes
ST. JAMES PARISH (West of a straight line drawn from the Louisiana-Mississippi border, west of the city limits of Warrenton, southwest through Hammond to the Gulf of Mexico):		
IRONWORKERS, Reinforcing	16.85	4.30

LABO0689C 07/01/1998

	Rates	Fringes
LABORERS, Common:		
Jefferson, Orleans & St. Bernard Parishes	9.70	1.42
Plaquemines Parish	8.13	1.42
St. Charles & St. John the Baptist Parishes	8.13	1.42
St. James & St. Tammany Parishes	6.91	1.42

PLUM0060B 12/01/1999

	Rates	Fringes
JEFFERSON, ORLEANS, PLAQUEMINES, ST. BERNARD, ST. CHARLES, ST. JAMES (E. Pt.), ST. JOHN THE BAPTIST & ST. TAMMANY PARISHES:		
PIPEFITTERS	18.15	4.06

PLUM0198E 01/01/2000

	Rates	Fringes
ST. JAMES PARISH:		
PIPEFITTERS	17.56	3.81

SULA2026C 11/08/1999

	Rates	Fringes
CARPENTERS:		
Form Building/Form Setting	11.87	
All Other Work	11.05	
CONCRETE FINISHERS	10.80	
IRONWORKERS, Structural	11.95	
LABORERS:		
Mason Tender	9.06	
Pipelayer	10.04	
PAINTERS	13.16	2.12
POWER EQUIPMENT OPERATORS:		
Backhoe	13.00	2.38
Bobcat	11.35	
Cherry Picker	11.35	

WELDERS 11.50

TEAM0270B 07/01/1998

	Rates	Fringes
TRUCK DRIVERS, Dump & Lowboy:		
Jefferson, Orleans & St. Bernard		
Parishes	11.47	
Plaquemines Parish	11.15	
St. Charles & St. John The Baptist		
Parishes	11.43	
St. Tammany Parish	9.53	

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

General Decision Number LA000051

General Decision Number LA000051

Superseded General Decision No. LA990051

State: Louisiana

Construction Type:
DREDGING

County(ies):
STATEWIDE

DREDGING PROJECTS ALONG THE GULF COAST AREA INCLUDING THE
MISSISSIPPI RIVER AND ITS TRIBUTARIES TO THE OHIO RIVER

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):
STATEWIDE

SULA2001B 04/01/1994

	Rates	Fringes
DREDGES 16" AND OVER:		
Leverman	6.10	
Dredge Tender Operator	5.15	
First Assistant Engineer	6.06	
Second Assistant Engineer	5.50	
Third Assistant Engineer	5.15	
Deckhand	5.15	
Shoreman	5.15	
Fireman	5.15	
Oiler	5.15	
Truck Driver	5.15	
Welder	5.47	
DREDGES UNDER 16":		
Leverman	5.15	
Dredge tender Operator	5.15	
Deckhand	5.15	
Oiler	5.15	
Welder	5.15	
HYDRAULIC DREDGING:		
First Cook	5.15	
Second Cook	5.15	
Janitor - Cabin Person	5.15	
Handyman	5.15	
DERRICK OPERATOR	5.38	
DOZER OPERATOR	5.53	

MARSH BUGGY DRAGLINE:

Operator	6.70
Oiler	6.33

SELF-PROPELLED HOPPER DREDGES:

Drag Tender	9.70	3.45+a
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FOOTNOTE:

- a. Fourteen paid vacation days and eight paid holidays:

New Year's Day, Good Friday, Memorial Day, Independence Day,
Labor Day, Veterans' Day, Thanksgiving Day & Christmas Day
provided the employee has one year of service

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

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Unlisted classifications needed for work not included within the
scope of the classifications listed may be added after award only
as provided in the labor standards contract clauses (29 CFR?5.5(a

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a
position on a wage determination matter
- * a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the Branch
of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N. W.

Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**STATE LAND OFFICE
DIVISION OF ADMINISTRATION
STATE OF LOUISIANA**

**PERMIT APPLICATION FOR FEDERAL CONTRACTORS TO PERFORM WORK ON
STATE LANDS AND/OR WATERBOTTOMS**

The permit applicant, (name) _____,
represented here by _____, its _____,
address _____,
telephone number _____, who has been contracted by the _____
_____ to perform work on the _____
_____ Project, located in _____ Parish,
Louisiana, authorized by Federal Law _____, hereinafter referred to as the Project,
hereby applies for a permit to perform work on state lands and/or waterbottoms, and delivers to
the State Land Office the scope of work to be performed or a copy of the project plans and
specifications, and applicant hereby acknowledges that this application is not considered
complete without inclusion of same.

Signature of Applicant

Date of Application

Received by

Date Received

**STATE LAND OFFICE
DIVISION OF ADMINISTRATION
STATE OF LOUISIANA**

**PERMIT FOR FEDERAL CONTRACTORS TO PERFORM WORK
ON STATE LANDS AND/OR WATERBOTTOMS**

ON THIS _____ day of _____, 19____, a Permit is entered into by and between the State of Louisiana, represented by _____, Public Lands Administrator, State Land Office, and _____, whose address is _____, hereinafter referred to as the PERMITTEE, who has been contracted by the _____ to perform work on the _____ Project, located in _____ Parish, Louisiana, as authorized by Federal Law _____, hereinafter referred to as the Project, in accordance with the provided scope of work or plans and specifications.

State law (R. S. 41:1711.A) requires that parties which perform work on state lands and/or waterbottoms must hold the State harmless for all acts or omissions of any such party. This Permit to perform work on state lands and/or waterbottoms is hereby granted to PERMITTEE based on the following:

1. The PERMITTEE agrees that the work to be done is limited to that described in the scope of work or plans and specifications submitted with the application.

A. In an emergency circumstance, such as one presenting an imminent endangerment to life and/or damage to or destruction of property, PERMITTEE may deviate from the scope of work or the plans and specifications as needed to address the emergency. PERMITTEE shall notify the State Land Office (SLO) within seventy-two (72) hours after the initiation of such emergency activities.

B. In the event of the need for other non-emergency cardinal* or out of scope changes to the submitted scope of work or plans and specifications, i.e., such changes requiring supplemental agreements between the U.S. Army Corps of Engineers and the PERMITTEE, PERMITTEE agrees to present such changes to the SLO for review and concurrence. PERMITTEE shall not proceed without SLO concurrence. However, SLO agrees (i) to act upon such changes within ten (10) working days of notification by the PERMITTEE; and (ii) not to unduly or unreasonably withhold such concurrence.

C. The foregoing notwithstanding, in no event will the rights granted under this Permit apply to any project other than the Project for which this Permit is granted.

(For the purpose of this Permit, the term "cardinal changes" represents a major change outside of the scope of the original contract, thus requiring a supplemental agreement between the U.S. Army Corps of Engineers and the PERMITTEE.)*

2. The PERMITTEE agrees to hold the State of Louisiana, its agents, officers, employees, agencies, boards, departments, and commissions, harmless for all acts of omission and/or commission amounting to fault or negligence of the PERMITTEE, its subcontractors, its agents, its employees and officers in connection with work performed

on state lands or waterbottoms, and the PERMITTEE agrees to indemnify the State and all of its agents, servants, and employees as aforesaid, against and from any and all claims, demands, causes of action, costs and expenses arising due to the acts of omission and/or commission amounting to fault or negligence of the PERMITTEE, its subcontractors, its agents, its employees and officers in connection with the construction of the Project as cognizable under the Permits and Responsibilities clause of the Federal contract which pertains to indemnity:

The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence.

3. This Permit shall become effective upon execution by the SLO, and remain in effect for two (2) years from that date. In the event that the Project is not completed within the two-year term, this Permit shall be reissued in two-year terms until the Project has been completed.

4. This Permit in no way vests any right, title or interest in PERMITTEE, which can be accomplished only in accordance with law.

5. Failure to comply with the terms set forth herein shall result in revocation of the Permit and all rights granted hereunder.

PERMITTEE

THUS EXECUTED AND SIGNED, at _____, Parish of _____
_____, Louisiana, on the _____ day of _____, 19____, by _____
_____, who declared and acknowledged to me, a Notary Public duly
commissioned and qualified in and for the Parish of _____, Louisiana, that he/she
is the _____ of _____,
and that he/she executed the foregoing instrument on behalf of said entity/corporation as the free
and voluntary act and deed of said entity/corporation, for the object and purposes therein set
forth, and in the presence of the undersigned competent witness, after due reading of the whole.

WITNESSES:

_____ By: _____

_____ _____
Title

Notary Public

STATE OF LOUISIANA

THUS EXECUTED AND SIGNED, at _____, Parish of _____
_____, Louisiana, on the _____ day of _____, 19____, by
the STATE OF LOUISIANA, represented by _____, who declared
he/she is the _____ of the State Land Office, Division of Administration,
all before me, a Notary Public duly commissioned and qualified in and for the Parish of _____
_____, Louisiana, that he/she executed the foregoing instrument on behalf of said
entity as the free and voluntary act and deed of said entity, for the object and purposes therein set
forth, and in the presence of the undersigned competent witness, after due reading of the whole.

WITNESSES:

By: _____

Title

Notary Public

SUBMITTAL REGISTER (ER 415-1-10)																				CONTRACT NO.					
TITLE AND LOCATION: Mississippi River Delta Region, Davis Pond Freshwater Diversion Project Contract 2B St. Charles Parish, Louisiana													CONTRACTOR						SPECIFICATION NUMBER						
A C T I V I T Y N O	TRANS- MITTAL NO.	I T E M N O	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL								CLASSI- FICATION			CONTRACTORS SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS	
					D R A W I N G S	D I S C U S S	R E F E R E N C E S	S T A T E M E N T S	C E R T I F I C A T E S	S P E C I F I C A T I O N S	R E F E R E N C E S	I N F O R M A T I O N	G O V E R N M E N T	A P P R O V E D		S U B M I T T E D	S U B M I T T E D	S U B M I T T E D	S U B M I T T E D	S U B M I T T E D	S U B M I T T E D	S U B M I T T E D	S U B M I T T E D		
a.	b.	c.	d.	e.	f.	g.	h.	i.	j.	k.	l.	m.	n.	o.	p.	q.	r.	s.	t.	u.	v.	w.	x.	y.	z.
		1	01100-3.b	Accident Prevention Program					X						X	CD									
		2	01100-7	Certificates of Compliance	X				X	X					X	ED									
		3	01100-14	Access Plan		X		X						X		ED									
		4	01100-19	Seaworthiness Certification					X	X				X		CD									
		5	01100-20	Fuel Consumption Reports						X				X		CD									
		6	01331-3.1.7	Survey Data	X	X									X	ED									
		7	01352-1.4	Pollution Control Plan	X					X				X											
		8	01451-3.2	Quality Control Plan	X		X								X	CD									
		9	02075 -1.4	Geotextile							X	X			X	ED									
		10	02411-1.8	Sheet Pile Data	X	X				X	X				X	ED									
		11	02482-1.6	Pump Curve Submittal	X									X		ED									
		12	02482-3.2.2	Plan of Operation at Pipeline and Utility Crossings	X	X			X						X	ED									
		13	02922-1.5	Fertilizer and Seed	X						X			X		ED									

TABLE NO. 1

PHYSICAL REQUIREMENTS FOR SEPERATOR GEOTEXTILE

<u>Physical Property</u>	<u>Test Procedure</u>	<u>Acceptable Values</u>
Tensile Strength (*)	ASTM D 4595	200 pounds per inch minimum in any principle direction
Seam Strength	ASTM D 4884	100 pound per inch minimum
Elongation at Break	ASTM D 4595	15 % minimum in any principle direction
Apparent Opening Size (AOS)	ASTM D 4751	No finer than the U.S. Standard Sieve No. 70 and no coarser than the U.S. Standard Sieve No. 30.

(*) Value represents minimum average roll value of new geotextile received from the manufacture or distributor (i.e., any roll in a lot shall meet or exceed the minimum value in the table).

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SECTION 02252 - TEMPORARY RETAINING STRUCTURES

PART 1 GENERAL

1.1 SCOPE

This work shall consist of designing, furnishing, installing, maintaining and subsequently removing all temporary retaining structures required to complete this project. The Contractor shall be solely responsible for the design, layout, construction, maintenance and subsequent removal and disposal of all elements of the temporary retaining structures.

1.2 MEASUREMENT AND PAYMENT

There will be no separate measurement and payment for work specified in this section. All costs associated with the completion of this item shall be included in the contract lump sum price for "Structural Excavation". Price and payment shall constitute full compensation for furnishing all plant, labor, materials, and equipment; designing, furnishing, installing, maintaining, and removing the temporary retaining structures and all other work incidental thereto.

1.3 SUBMITTALS

Submittals shall be in accordance with Section 01330 - "SUBMITTAL PROCEDURES". No excavation shall proceed at the pipeline until the submittals have been reviewed and approved by the Contracting Officer. The Contractor shall submit four (4) copies of its complete design package consisting of the following for review not to exceed thirty (30) calendar days by the Contracting Officer:

(1) Design calculations.

(2) Shop Drawings. A detailed layout of temporary retaining structures on standard size (28" x 40") sheets. These shop drawings shall bear the stamp and signature of the Registered Professional Engineer. These drawings shall clearly show:

(a) All pertinent dimensions and locations of these structures with reference to the pipeline and wall-line.

(b) Material grade, weight, length and designation of steel sheet pile section(s) used.

(c) Bracing details.

(d) Excavation sequence and procedure. This should include design details of the temporary retaining structures at each stage of construction.

(e) Provisions made for dewatering, indicating stage of excavation vs. necessary drawdown, water-loading conditions, soil loads and equipment loads.

(f) Any other items incidental or significant to this work.

1.4 DESIGN CALCULATIONS

1.4.1 Design Procedures

The Contractor shall follow design procedures using the wedge-type method of developing soil pressure for estimating the external forces, set forth in "Steel Sheet Piling Design Manual" excluding the Danish Rules Method published by U.S. Steel Corp.; the "Pile Buck Inc.TM Steel Sheet Pile Design Manual"; or the Free Earth or Fixed Earth methods in the Virginia Tech Dept of Civil Engineering paper "An Engineering Manual for Sheet Pile Walls" dated November 1987. The design performed by the Contractor must evaluate the overall stability and sizing of the sheet piling and other structural elements for the temporary retaining structures. The Contractor shall use and rely upon the soil borings, design shear strength profile(s) and unit weight data presented in the plans and/or in the figure(s) attached at the end of this section for its design. The structure shall meet all the requirements of Corps of Engineers Safety Manual EM 385-1-1 for fall protection and ingress and egress.

1.4.2 Elevations

The resulting temporary retaining structure shall have sufficient height to retain the existing ground level of EL. 1.5 at the site, and have a minimum sheet pile tip penetration of EL. -19 with one strut level. The sheet pile must be hot rolled sheet pile. As a minimum penetration, this tip elevation must be provided along with one brace. Additional penetration may be required due to the presence of construction surcharge loads, which the designer should calculate into his actual tip penetration.

1.4.3 Sheet Pile Wall Design

The design of the temporary retaining structures must be performed and stamped by a registered Professional Engineer. The design of the sheet pile wall shall be developed using a method of analysis indicated in paragraph 1.4.1, with the safety factor applied to the soil strengths on both sides of the wall. The soil properties used shall be those presented in the drawings and/or in the figure(s) attached at the end of this section.

1.4.3.1 Loads

The minimum safety factor used in the geotechnical design for the determination of overturning tip elevation and sheet pile section modulus is 1.30 in the short term (Q) case analysis and 1.0 for the long term (S) shear strength cases. For design of the sheet pile wall the water conditions outside the excavation shall be EL. 1.5, while the water inside the temporary retaining structure excavation is in the drawn-down condition. The design shall also include the loading influence of any equipment, which may be operated adjacent to the temporary retaining structure.

1.4.3.2 Design of Anchors and Deadmen

In the design of anchors and deadmen the designer shall develop a minimum safety factor of 2.0 for the soil resistance against pull out.

1.4.3.3 Retaining Wall Members

The structural design of the temporary retaining structure's walers, struts, braces, and anchors shall be designed using industry standards. The earth pressures for the structural design of these wall members shall be based upon a wedge-type method applying a safety factor chosen by the designer which shall be no lower than 1.0.

1.4.3.4 Designs and Modifications

All designs and any subsequent modifications to the design presented above shall be performed, certified and stamped by a Registered Professional Engineer and submitted to the Contracting Officer for review and approval. The Registered Professional Engineer shall be present at the Contractor Quality Control preparatory and initial inspections. The Contractor shall, as a part of the Quality Control, furnish a signed statement by the design Professional Engineer stating that the installation is in conformance with the approved design.

1.4.3.5 Engineering Analysis and Calculations

The Contractor may not use the pipeline to assist in the stability or bracing of the wall. If the Contractor's construction plan, sequence and/or methods require the use of the existing structures for any purpose, he shall perform engineering analysis and calculations to ascertain that the purpose for which he intends to use the existing structure will not jeopardize the structural integrity of the same or any part, component, or portion thereof. Any damages, direct or indirect, caused to that property and to the property of others due to Contractor's failure to comply with this requirement or negligence in calculations shall be the sole responsibility of the Contractor.

1.5 QUALITY CONTROL

1.5.1 General

The Contractor shall establish and maintain quality control for all operations to assure compliance with contract specifications and maintain records of its quality control for all construction operations, including but not limited to the following:

- (1) Designing.
- (2) Materials (type, strength, etc.)
- (3) Fabrication, installation and workmanship.
- (4) Interlock (inspection and strength).
- (5) Placing (location, alignment, etc.).
- (6) Driving (hammer, tip el., top el.).
- (7) Cutting.
- (8) Welding.

1.5.2 Reporting

The original and two (2) copies of these records and tests, as well as the corrective action taken, shall be furnished the Government daily. Format of the report shall be as prescribed in Section 01451 - "CONTRACTOR QUALITY CONTROL".

PART 2 PRODUCTS

2.1 SHEET PILING

The sheet pile shall be hot rolled sheet pile.

PART 3 EXECUTION

3.1 REMOVAL OF MATERIAL

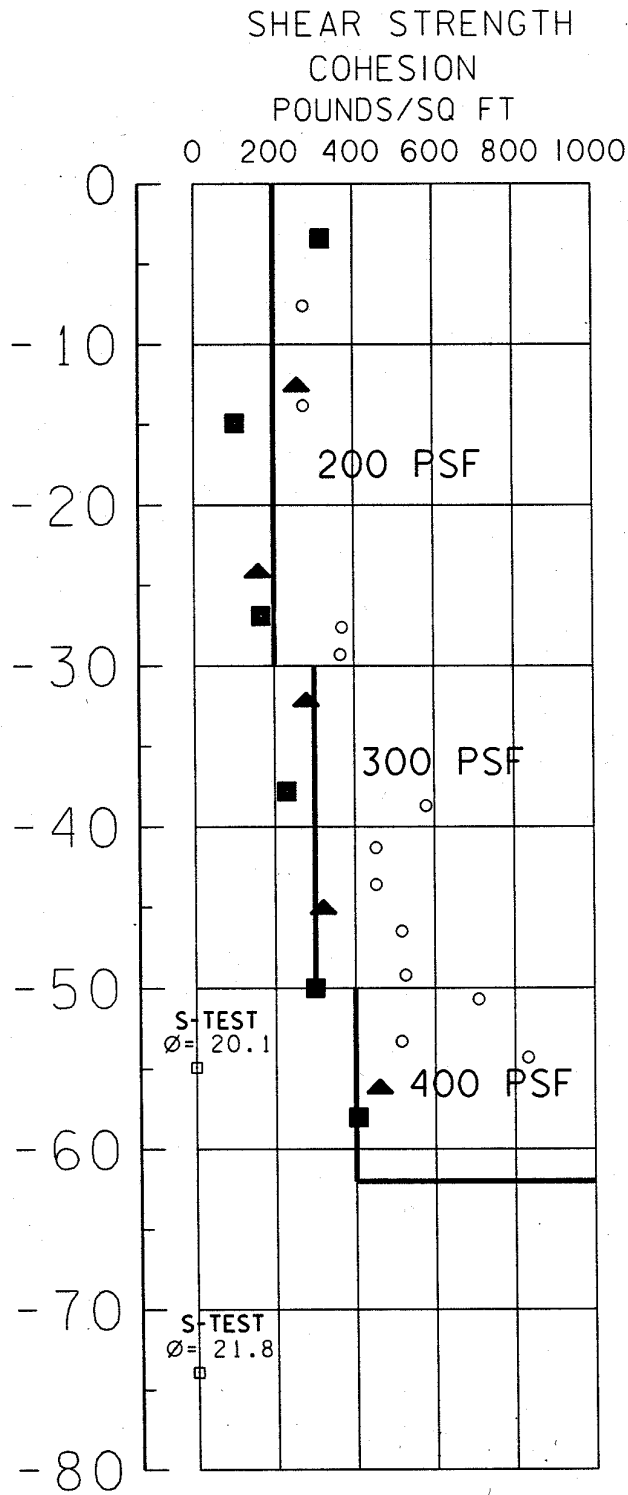
3.1.1 Removal Criteria

The temporary retaining structures shall not be removed until the inside of the temporary retaining structures has been backfill and the temporary retaining structures is no longer needed. Suitable backfill and compaction requirements shall be as defined in Section 02320 - "STRUCTURAL EXCAVATION AND BACKFILL".

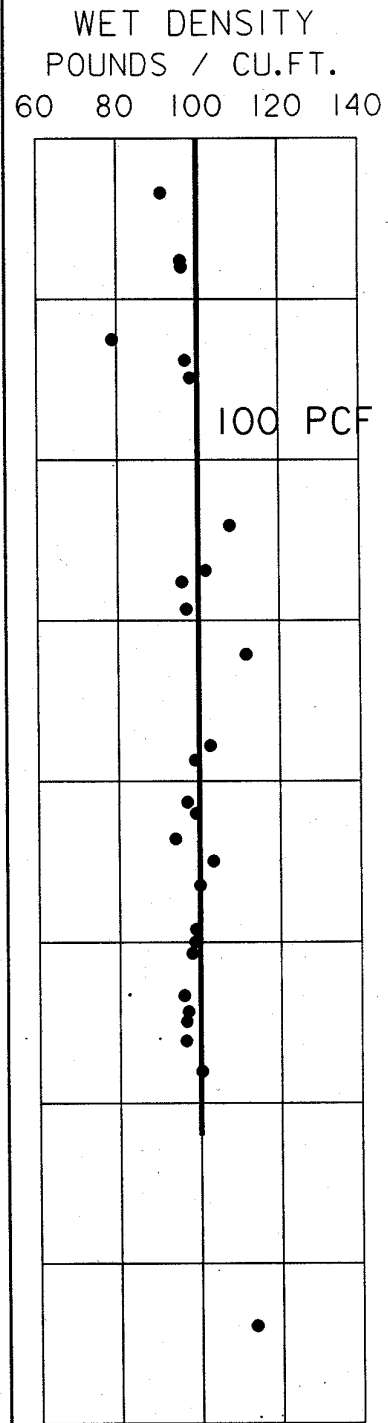
3.1.2 Safety

The removal of the temporary retaining structures shall be accomplished in a manner, which is not detrimental to the pipeline or the properties adjacent to the pipeline.

ELEVATIONS IN FEET - N.G.V.D.



A MAXIMUM PHI ANGLE OF 23 DEGREES
MAY BE USED FOR S-CASE CLAYS.



	Q-TEST	UCT
7U-DAV	■	○
8U-DAV	▲	○